



MATERIAL TRANSFER AGREEMENT

PARTIES:

PROVIDER SCIENTIST:

PROVIDER:

RECIPIENT SCIENTIST:

RECIPIENT:

PURPOSE:

To provide Recipient with _____ and associated know how, hereinafter collectively referred to as the Material:

1. The Material and associated know-how shall only be used for _____

_____ (give the purpose; i.e., research, evaluation, or testing) purpose(s).
2. The Material shall not be transferred in whole or in part to a third party without express written consent of Provider. Any third party requesting a sample shall be referred to the Agricultural Research Service.
3. The Material shall not be used for commercial or profit making purposes without an appropriate license or other permission from the Agricultural Research Service.
4. The recipient shall keep the Agricultural Research Service informed of the results obtained through your use of the Material and shall provide the Agricultural Research Service with any manuscript which describes the work with the Material prior to submission for publication and acknowledge our contribution to the work reported.
5. The recipient shall comply with all laws, regulations, and/or guidelines applying to the use of the Material and to assume sole responsibility for any claims or liabilities which may arise as a result of the recipient's use of the Material.
6. The Agricultural Research Service gives no warranties or guarantees, express or implied, for the Material, including merchantability or fitness for a particular purpose.
7. Upon completion of the activities performed using the Material, the Material shall be returned, destroyed or otherwise disposed of as instructed by the Agricultural Research Service.
8. The recipient shall meet with U.S. Department of Agriculture representatives to determine inventorship if an invention should arise during your work with the Material.
9. The recipient shall not disclose Material marked "Confidential" or "Proprietary" to anyone else without the Providers written permission to do so.

10. Confidentiality shall be considered null and void if recipient can demonstrate either that recipient had possession of the "Confidential" Material prior to it being sent to recipient by the Agricultural Research Service or the "Confidential" Material became generally available to the public through no fault of recipient's actions after the transfer or the "Confidential" Material was made available to recipient by a third party and the third party has lawful possession of the "Confidential" Material.
11. If the parties hereto decide to engage in a cooperative research and development project or program using the Material at some future date, a formal Cooperative Research and Development Agreement must be negotiated and entered into between the parties. Such an Agreement shall supersede this Material Transfer Agreement.

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE:

Research Leader

Laboratory/Research Unit

Date

ACCEPTED FOR THE COMPANY:

Company Representative

Title

Date

APPROVED:

Technology Transfer Coordinator

Date